



Comptroller General
of the United States

Washington, D.C. 20548

Decision

PR

Matter of: Able Forwarders, Inc.

File: B-248892

Date: October 30, 1992

DIGEST

Carrier concedes liability for in-transit damage to a mattress, but argues that the mattress must have been smaller than the claimed king-size since the inventory indicates that it was packed in a box too small for that size. Set-off for the damage was proper since the carrier was timely notified of damage to a king-size mattress, including the allegation that the mattress was bent; the record suggests that the carrier may have understated dimensions on the inventory; and the carrier could have, but did not, ascertain the item's size by inspection.

DECISION

Able Forwarders, Inc., requests review of our Claims Group's settlement upholding the Army's set-off of \$630 from funds otherwise due to the firm to recover damages to a service member's household goods. We affirm the settlement.

At delivery, the member notified Able about a bent mattress, and a month later she identified it as a king-size mattress, of which two sides also had been ripped. Able admitted liability but argued that according to the inventory the mattress was shipped in a carton too small to hold a mattress larger than double-size. Able argued that its liability should be limited accordingly.

The inventory listed the mattress as being shipped in a "4/6" mattress carton. In denying Able's claim for a refund of the amount set off, the Army noted that the inventory description of the carton's size did not relate to standard industry nomenclature; the shipper would have had no reason to object to the size listing; and Able could have resolved any concerns through an inspection after having been advised of the damage. Able, in asking that we review the Claims Group's decision endorsing the set-off, reiterates its argument about the inconsistency between the inventory listing and the size of the mattress claimed damaged.

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We find no merit in Able's position. The member states that she owned a king-size and a double-size mattress, and the inventory is consistent with the shipment of two mattresses. Although the inventory seems to indicate that the shipping carton for the larger mattress was 4 feet by 6 feet, we note that it shows that the other mattress was in a "3/3" carton; we are aware of no standard mattress 3 feet square, which suggests that Able may have understated dimensions when it prepared the inventory. Also, the member claimed that the mattress was bent, which means the carton may well have been too small. Finally, Able was notified at delivery, and again a month later, that damage had occurred; it had the opportunity to inspect and ascertain the size of the damaged article.

The Claim Group's decision is affirmed.

James F. Hinchman
 James F. Hinchman
 General Counsel

PROCUREMENT

Payment/Discharge
 Payment priority
 Payment procedures
 Set-off

PROCUREMENT

Payment/Discharge
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 Notification